

REQUEST FOR STATEMENTS OF QUALIFICATIONS (RSQ)



LAKE COUNTY, FLORIDA OFFICE OF PROCUREMENT SERVICES

RSQ NO: 05-031
 ISSUE DATE: May 9, 2006
 CONTRACTING OFFICER:
 PHONE NO: 352.343.9525
 FAX NO 352.343.9473
 EMAIL: dthielhart@co.lake.fl.us

SUBMIT QUALIFICATIONS PACKAGE PRIOR TO:
CLOSING DATE: June 8, 2005
CLOSING TIME: 3:00 P.M.

SUBMIT TO:
SEE Section 2.3
FAX / E-Mail not accepted

PROJECT TITLE & DESCRIPTION: Pre-Design and Architectural/Engineering Design for Jail Expansion, Judicial Center Expansion, Multilevel Parking Garage and Energy Plant expansion for Lake County, Florida

NON-RESPONSE REPLY

If you do not want to respond to this RSQ at this time or would like to be removed from the Bidder's List, please mark the appropriate space and return this sheet only.

- ☐ Not interested at this time; please keep our firm on your List for future requests for this service.
☐ Please remove our firm from your Bidder's List for this type of service.

The respondent hereby agrees to furnish the services pursuant to all requirements, specifications, and scope of services contained in this solicitation document, and further agrees that the language of this document shall govern in the event of a conflict with his or her response. By my signature I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a response for the services, and is in all respects fair and without collusion or fraud.

THIS FORM MUST BE SIGNED TO BE CONSIDERED FOR AWARD

COMPANY NAME:

DATE:

MAILING ADDRESS:

PHONE:

FAX:

CITY:

STATE:

ZIP:

SSN OR FEDERAL TAX NO:

TITLE OF AUTHORIZED
REPRESENTATIVE:

E-MAIL:

WEB URL:

AUTHORIZED SIGNATURE:

PRINTED NAME:

**Request for Statements of Qualifications (RSQ) 05-031 Pre-Design and Architectural/Engineering
Design for Jail Expansion, Judicial Center Expansion, Multi Level Parking Garage and Energy Plant
Expansion in Lake County, Florida**

The Lake County Board of County Commissioners is soliciting statements of qualifications and letters of interest to provide professional services to provide (Phase I) Pre-Design Architectural/Engineering services for the Need Assessment Programming and Conceptual Studies for the expansion of the existing Lake County Judicial Center and the existing Detention Center facilities located in Tavares, Florida. Included with the Judicial Center expansion project will be the need to program and locate a multilevel parking garage and to expand the capacity of the existing Central Energy Plant. In addition, the successful firm must have the expertise and experience to comprehensively integrate sustainable design based on the U.S. Green Building Council's L.E.E.D. (Leadership in Energy & Environmental Design) rating system.

Phase II shall consist of the full architectural, engineering and L.E.E.D. service necessary to carry out the Phase I needs assessment/programming requirements. The County intends to utilize the same firm for the Phase II design services, but reserves the right to utilize the results of Phase I as appropriate to meet the needs and budget of the County.

BACKGROUND

The existing Judicial Center is a 120,000 square foot facility that was built in 1991. Circuit, County, Traffic, and Juvenile & Domestic Relations Courts, as well as the Public Defender, all operate in the Lake County Judicial Center with eight courtrooms. In addition, other County offices including Sheriff, Clerk of the Court and States Attorney occupy space in the building. Caseloads for the eight courts have increased dramatically as Lake County, one-hour drive north of Orlando, is one of the fastest growing counties in the state of Florida.

In addition to space and case load constraints, and increased staffing, issues include: building security, traffic patterns, convening areas, consultation and interview areas, safety, prisoner holding areas, and an over loaded Central Energy Plant. Available parking for employees and the public is inadequate.

Connected to the existing Judicial Center is the existing Detention Center. This is a 395,000 square foot facility that was built in 1991 and designed to house 960 inmates. Today, the inmate population exceeds 1000. The inmate population consists of high and low risk male and female adults and male juveniles, with a maximum incarceration of less than one year.

The existing Central Energy Plant, built in 1990, provides 1600 tons of chilled water for the HVAC needs of the Detention Centers, Judicial Center, County Administration Building, Historical Courthouse, Sheriff's Administration Building, and the Public Works Building. In addition, the plant provides hot water for heating and domestic hot water for the Detention Center and Prelude Facility.

As a result of the forgoing Lake County Board of County Commissioners desires to acquire the services of an Architectural/Engineering firm/team with a demonstrated record of experience and performance in courthouse and jail facility needs assessment and space utilization programming and design, and whose work has seen implementation in constructed facilities in Florida. In addition, the team must consist of the expertise necessary to provide the leadership and documentation necessary for obtaining L.E.E.D. certification. The successful firm will be asked to consider solutions to include renovations to the existing facilities, expansion of existing facilities and/or construction of new facilities at an adjoining location, parking solutions, and the expansion of the Central Energy Plant.

A 2005 Lake County Master Space and Facilities Plan, indicated that a new Judicial Center located adjacent to the existing facility would be approximately 144,000 square feet.

SECTION 1.0 – SCOPE OF WORK

1.1 Definitions:

- A. The term “Request for Statements of Qualifications (RSQ)” means a formal solicitation inviting statements of qualifications.
- B. The term “response” means the information submitted by the respondent in response to this RSQ.
- C. The term “respondent” means the person, firm, or corporation who submits a response.
- D. The term “County” means Lake County, Florida.
- E. The term “Board of County Commissioners” or “BCC” means the governing Board of Lake County, Florida.
- F. The term “contractor” means a respondent awarded a contract from this solicitation.
- G. The terms “you” and “your” means the same as the term “respondent” above.

1.2 Procurement Rules

- A. IMPORTANT NOTICE TO POTENTIAL RESPONDENTS: Receipt of this document does not indicate that the Office of Procurement Services has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the opening and will be based on our evaluation of your qualifications package compared to the specific requirements and qualifications contained in this document.
- B. The County has established for purposes of this Request for Statements of Qualifications (RSQ) that the words “shall”, “must”, or “will” are equivalent in this RSQ and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County sole discretion, the deficient response is not in substantial accord with this RSQ’s mandatory conditions requirements.
- C. The words “should” or “may” are equivalent in this RSQ and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a qualifications package, but may result in being considered as not in the best interest of the County.
- D. To be considered for an award, the Respondent must agree to abide by each mandatory requirement included in this RSQ.

1.3 Scope of Work:

Phase I scope of services for the successful candidate includes all planning, architectural, engineering, and any related services for the needs assessment, programming, conceptual studies, preliminary cost estimates/scheduling, and L.E.E.D. planning of the project. Phase I shall include:

a) Perform a comprehensive needs assessment, programmatic and space needs study of the County Judicial and Detention Center to meet the space and operational needs to the year 2020. The review and analysis for the Judicial Center should include an evaluation of court case load changes and trends; legislative changes; changes in court proceedings; maintenance and operational considerations; security; safety; traffic patterns for personnel in courthouse; convening areas; interview and consultation areas; prisoner holding areas; parking needs; and handicap access. The review and analysis for the Detention Center should include inmate population projects, staffing projections, circulation pattern/inmate movement, decentralization of services, security/operational efficiencies, and operation continuity relative to any renovation needs.

b) Conduct an existing facilities condition survey and provide written assessment in detail including structural considerations; deficiencies in electrical wiring overload or capacity; plumbing inadequacies; heating and air conditioning systems; overall energy efficiency; computer networks; security/fire protections concerns, and phone systems.

c) Based upon data acquired in (a) and (b) above, present solutions for consideration that will effectively meet the demands of the court and detention system and associated offices in recommended phases through the year 2020 in a cost effective and functionally sound manner. The solutions should include some consideration for the following dispositions:

1. Renovation of existing courthouse and jail where necessary or recommended;
2. Additions to existing courthouse and jail where necessary or recommended;
3. Providing a new facilities for all or part of space needs;
4. Any combination of the above.
5. Adequate parking facilities

d) Present solutions for the expansion of the Central Energy Plant that will meet the needs of all facilities that it serves or will serve in the future.

e) Present programmatic solutions for the expansion of the detention facility.

f) Provide estimates of probable construction costs for recommendations including the preliminary strategies for achieving the highest environmental L.E.E.D. performance possible.

g) Provide a PHASE II design proposal to provide full architecture, engineering, and L.E.E.D. services in the preparation of construction documents for the proposed solutions of the Judicial Center/Detention renovations and expansions as well as the Central Energy Plant expansion. The design proposal shall include a fee schedule based on the various phases of design services, design production schedule, and cost for anticipated additional services (renderings, bidding, construction administration, etc.).

Phase II Scope of Services shall include:

h) Full Architecture, Engineering and LEED services in the preparation of construction documents for the Judicial and Detention Center modifications and expansion as well as the Central Energy Plant expansion.

- i) Pre-construction services including assistance with contract documents, bid packages and bidding, and contract negotiations.
- j) Construction services including, consulting and advising on all design and technical matters, in dealing with the builder from the effective date of the contractor for construction until one (1) year from date of achievement of substantial completion and administering of the contract for construction.

1.4 Evaluation Criteria

- A.** The Contracting Officer listed on the face page will be responsible for the selection process and will be the sole point of contact for all Respondents. In addition to the materials provided in the written responses to this RSQ, the County may utilize site visits or may request additional material, information, presentations or references from the Respondent(s) submitting qualifications packages.
- B.** Qualifications packages will be evaluated based upon the following criteria:

In determining the firms to be fully qualified and best suited to perform the work, the following factors will be considered:

- a) The ability, capacity, skill, reputation and experience of the firm to perform the contract or provide the services required;
- b) Time frame in which the service can be provided without undue delay or interference;
- c) The quality of performance of previous contracts or services on public buildings, correctional facilities, and court projects in Florida;
- d) Experience of the Project Architect or Manager, assigned by the firm for this project, in working with public buildings, correctional facilities, with emphasis on court projects;
- e) Overall strength of proposal submitted by firm in specifically understanding and addressing the needs and objectives of Lake County;
- f) Experience with sustainable design and acquiring L.E.E.D. certifications in the State of Florida;
- g) A strong demonstration of graphics and communication skills, which may range from colored sketched renderings to sophisticated computer imaging, in presenting creative solutions that meet the project objectives;
- h) Any other relevant information offered or discovered during evaluation process.

1.5 Anticipated Selection Process:

The Florida Consultant's Competitive Negotiation Act 287.055 shall be followed to award a contract.

1.6 Key Contractor Personnel

In submitting a qualifications package, the Respondent is representing that each person listed or

referenced in the qualifications package shall be available to perform the services described for the County, barring illness, accident, or other unforeseeable events of a similar nature in which case the Respondent must be able to promptly provide a qualified replacement. In the event the Respondent wishes to substitute personnel, the Respondent shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

1.7 Negotiation:

The County reserves the right to negotiate any and all elements of this response.

1.8 Award Of Response:

The County reserves the right to reject any or all responses, to waive any minor informality or irregularity in any response, and to make award to the response deemed to be most advantageous to the County.

1.9 Time Limit To Submit Required Deliverables:

Within ten (10) calendar days after County notification to enter into contract, any successful respondent must furnish all deliverables required after award but prior to contracting. If any successful respondent fails to furnish the required deliverables within the required time frame, award to that respondent may be withdrawn and award made to the next highest rated respondent.

1.10 Prohibition Against Contingent Fees:

Any contract entered into as a result of this request for response shall contain the following statement.

“I, as an authorized agent of *[type firm name]* warrant that *[type firm name]* has not employed or retained any company or person, other than a bona fide employee working solely for *[type firm name]* to solicit or secure this agreement and that *[type firm name]* has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for *[type firm name]* any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

1.11 Truth In Negotiation Certificate:

For each contract that exceeds one-hundred-fifty-thousand dollars (\$150,000.00) any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

1.12 Collusive Responses:

The respondent certifies, by submission of a response, that their response is made without any previous understanding, agreement or connection with any person, firm or corporation making a

response for the same service with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among respondents and prospective respondents acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the responses of such responders void.

1.13 Conflict Of Interest:

- A. If any officer, director, or agent of your organization is also an employee of the Lake County Board of County Commissioners, then you shall clearly identify in your response the name of the individual(s) and the position he or she holds in your organization. Further, you shall disclose the name(s) of any County employee(s) who owns, directly or indirectly, any interest in your organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten- percent (10%) stake. You shall complete and have notarized a Conflict of Interest Form (Form A-1) and include it in your qualifications package.
- B. If there is a conflict of interest as defined above and by Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, then the respondent cannot be considered for award.

SECTION 2.0 - ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

2.1. Request For Qualifications package Closing Date:

The original qualifications package and eight (8) complete copies of the qualifications package shall be sealed and delivered per instructions no later than date and time listed below. Any qualifications package received after this time will not be considered and will be returned unopened to the submitter at the submitter's expense.

2.2. Delivery of Qualifications Packages:

- A. Unless the Qualifications Package is delivered in person by a person from the responding organization, **ALL** incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-X, UPS, DHL, private courier, etc) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility **PRIOR** to delivery to any Lake County Government facility, which includes the Lake County Procurement Services Office.
- B. Each package shall be clearly marked: **RSQ 05-031 Architect/Engineering Design for the Detention Center, Judicial Center. Multi Level Parking Garage and Energy Plant in Lake County, Florida**
- C. If you plan on bringing your Qualifications Package **IN PERSON**, please bring it to:
LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA 32778
- D. If you submit your Qualifications Package by the **U. S. POSTAL SERVICE**, please mail it to:
LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800
- E. If you submit your Qualifications Package by a **THIRD PARTY CARRIER** such as **Fed-X, UPS, DHL, or a private courier**, please address it to:
LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
416 W. MAIN STREET
TAVARES, FL 32778
- F. To be considered a Qualifications Package must be received and accepted in the Procurement Services Office prior to the official Closing date and time.
- G. Allow sufficient time for transportation and inspection.
- H. **A Qualifications Package will not be considered for award if received in the Procurement Services Office after the official closing date and time regardless of when or how it was received by the Lake County Clerk of the Circuit Court Mail Receiving Center.**
- I. Facsimile (fax) or electronic submissions will not be accepted.

2.3. Public Opening:

- A. At the date and time specified, all qualifications packages that have been timely accepted by the County will be formally opened and accepted for consideration. The names of the firms submitting qualifications packages will be read aloud and recorded. The qualifications packages will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) days after the official qualifications package closing date.
- B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings should contact the Office of Procurement Services in Tavares 352.343.9839 at least five (5) days prior to the date.

2.4. Questions Concerning RSQ:

- A. Questions concerning any portion of this RSQ shall be directed in writing [fax and e-mail accepted] to the below name individual who shall be the official point of contact for this RSQ. Questions should be submitted before the informational meeting and at least seven (7) days before the closing date.
- B. Mark subject line or cover page or envelope **"Questions on RSQ 05-031 Architect/Engineering Design for the Detention Center, Judicial Center and Energy Plant in Lake County, Florida"**
- C. Submit questions to:
Donna Thielhart, CPPB, Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800
Phone: 352.343.9839, Fax: 352.343.9473,
E-mail: dthielhart@co.lake.fl.us
- D. Failure by a potential Respondent to ask questions or request changes by the dates indicated above shall constitute the Respondent's acceptance of the requirements set forth in this RSQ.
- E. No answers given in response to questions submitted shall be binding upon this RSQ unless released in writing as an addendum to the RSQ by the Office of Procurement Services.

2.5 Respondents Responsibility / Clarification and Addenda:

- A. While the County has used considerable efforts to ensure an accurate representation of information in this RSQ, each prospective Respondent is urged to conduct its own investigations into the material facts and the County shall not be held liable or accountable for any error or omission in any part of this RSQ.
- B. It is incumbent upon each prospective Respondent to carefully examine these requirements, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing [fax 352.343.9473 or e-mail are acceptable] in

accordance with procedures set forth in Section 2.4. The County will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

- C. If the County revises (amends) this RSQ, the Lake County Office of Procurement Services notice will be posted on the Lake County Internet site:
http://www.lakegovernment.com/departments/procurement_services/open_bids.aspx
- D. You must acknowledge each amendment in your proposal. Failure to acknowledge each addendum may prevent your proposal from being considered for award. It is solely your responsibility to ensure that you have received all addendums to this RSQ before submitting your proposal.
- E. A Respondent, by submitting a qualifications package represents that the Respondent has read and understands the Request for Qualifications requirements and its response is made in accordance therewith and that the Respondent is familiar with the local conditions under which the awarded Respondent must perform.
- F. Before submitting a qualifications package, each Respondent shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the Respondent will rely. If the Respondent receives an award because of its submission, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief.

2.6 Restricted Discussions

- A. From the date of issuance of the RSQ until final County action, the Respondent shall not discuss the RSQ or any part thereof with any employee, agent, or representative of the County except as expressly authorized by the County point of contact identified in Section 2.4 above for this solicitation. Violation of this restriction will result in REJECTION of the Respondent's qualifications package.
- B. No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any County employee. Only those communications that are in writing from the authorized County point of contact identified in Section 2.4 above shall be considered pertinent to this RSQ. Only communications from the Respondent that are signed and in writing will be recognized by the County as duly authorized expressions on behalf of the Respondent.

2.7 Conflict of Interest Disclosure:

Each Respondent shall complete and have notarized the attached disclosure form (Form A-1) of any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interest associated with this project.

2.8 Public Entity Crimes:

- A. Pursuant to Section 287.132 and 287.133 Florida Statutes, the County, as a public entity, may not consider a qualifications package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law.
- B. **By submitting a qualifications package in response to this RSQ, you are certifying that Sections 287.132 and 287.133, Florida Statutes do not restrict your rights to submit a qualifications package to the County.**

2.9 Qualifications Package:

- A. See **Section 4: Submittal Requirements** for additional requirements.
- B. The qualifications package forms shall be signed by an official authorized to legally bind the Respondent to its provisions.
- C. Terms and conditions differing from those in this RSQ shall be cause for disqualification of the qualifications package.
- D. If you elect to submit more than one qualifications package, then each qualifications package shall be submitted as set forth in **Section 4, Submittal Requirements**.

2.10 Withdrawal of Qualifications package:

You may withdraw your qualifications package or modify it at any time prior to the official closing date and time. You shall be required to produce photo identification that satisfies the County prior to withdrawal or modification of your qualifications package. Negligence upon your part in preparing your qualifications package confers no right of withdrawal after the time fixed for the submission of qualifications packages.

2.11 Presentations / Post-closing Discussions:

- A. The County, at its sole discretion, may ask any Respondent to make an oral presentation and/or demonstration without charge to the County. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County that the Respondent has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the County, and the County shall be the sole judge of compliance.
- B. The County reserves the right to conduct discussions with any Respondent(s) who has (have) a realistic possibility of contract award
- C. Respondents are cautioned not to assume that they will be asked to make a presentation and should include all pertinent and required information in their original qualifications package.

2.12 Minor Irregularities:

The County reserves the right to waive minor irregularities in submitted qualifications packages, providing such action is in the best interest of the County. Minor irregularities are defined as those

that have not adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Respondent an advantage or benefit not enjoyed by other Respondents.

2.13 Qualifications package Acceptance / Rejection:

The County reserves the right to accept or reject any or all qualifications packages received as a result of this RSQ, or to negotiate separately with competing contractors. The County reserves the right to waive any informalities, defects, or irregularities in any qualifications package, or to accept that qualifications package, which in the judgment of the proper officials, is in the best interest of the County and the citizens of Lake County.

2.14 Incurred Expenses:

This RSQ does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Respondent in preparing and submitting a qualifications package or offer, or any cost or expense incurred by any Respondent prior to the execution of a purchase order or contract agreement. By submitting a qualifications package, you, the Respondent, agree that all costs associated with the preparation of your qualifications package will be solely your responsibility. You also agree that the County bears no responsibility for any costs associated with the preparation of the qualifications package, preparing and delivering presentations, and/or any administrative or judicial proceedings resulting from this solicitation process.

2.15 Award:

- A. It is understood that the County is not obligated to make an award under or as a result of this RSQ or to award such contract, if any, on the basis of lowest cost or one factor alone. The County reserves the right to award such contract, if any, to the best qualified Respondent(s).
- B. The County has the sole discretion and reserves the right to cancel this RSQ, and to reject any and all qualifications packages, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so.
- C. Any qualifications package that is contingent upon an award or a contract for any additional service shall be rejected and not considered for an award.
- D. In the event of default by the awarded Respondent, the County reserves the right to negotiate and award the contract to the next best qualified Respondent without any further competition.

2.16 Disputes/Exceptions:

- A. Any prospective Respondent who disputes the reasonableness or appropriateness of any item within this RSQ document, any addendum to this RSQ document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the qualifications package document or notification. The written dispute shall be sent via certified mail or delivered in person to the point of contact set forth in section 2.6 and shall be addressed to the County, who shall review the written dispute and render a decision which shall be considered final.

- B. Any prospective Respondent who may have any exceptions to any requirements set forth in this RSQ or the scope of work may identify the item(s) that exception is taken to, including the reason and include these item(s) in a separately marked section of their submitted qualifications package. All such exceptions shall be evaluated by the County or his designee.

2.17 Minimum Qualification Requirements:

The qualification requirements set forth as the Scope of Work (Section 1) are the minimum requirements for this RSQ. They are not intended to limit competition nor specify any particular Respondent.

2.18 No Confidentiality Of Information:

- A. When the qualifications package is opened, it becomes a public record, except as listed below. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RSQ. Selection or rejection of a qualifications package does not affect this right.
- B. The County is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081, F.S., will be exempt from disclosure. If a Respondent submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled "**trade secret.**" The County will maintain the confidentiality of such trade secrets to the extent provided by law. If a Respondent labels all or most pages "trade secret", the Respondent may not be considered for award.
- C. Also pursuant to Section 119.07 (3) (a), F.S., financial statements will be exempt from examination by anyone other than legally authorized County employees or agents. The County will maintain the confidentiality of such financial data to the extent provided by law.

SECTION 3.0 - INSURANCE REQUIREMENTS

- 3.1 Each Respondent shall include in its proposal package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the Respondent must have the coverage prior to submittal, but, that the coverage must be purchased and in place prior to a purchase order or contract being executed by the County.]
- 3.2 A certificate of insurance indicating that the awarded Respondent (contractor) has coverage in accordance with the requirements of this section shall be furnished by the contractor to the Contracting Officer within the time period set by the County and before any work begins.
- 3.3 The contractor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance insuring the contractor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the contractor under the terms and provisions of the contract.
- 3.4 Such policies of insurance shall insure the contractor in accordance with the following minimum limits:

- General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000.000/2,000.000
Products-Completed Operations	\$1,000.000
Personal & Adv. Injury	\$1,000.00
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	
- Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000
- Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the contractor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.
- Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000.00 and annual aggregate of \$2,000,000.

3.5 Certificate(s) of Insurance

- **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on the general liability policy
- Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change or cancellation of the required insurance.
- Certificate(s) of insurance shall identify the contract number, in the Description of Operations section of the Certificate.
- Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE
BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

3.6 The contractor shall be responsible for subcontractors and their insurance.

3.7 All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval

by the County. At the option of the County, the insurer shall reduce or eliminate such deductible or self-insured retention; or the contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

- 3.8 All insurance companies must be authorized to transact business in the State of Florida.
- 3.9 The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor and/or subcontractor providing such insurance.
- 3.10 Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.
- 3.11 Neither approval by the County of any insurance supplied by the contractor, nor a failure to disapprove that insurance, shall relieve the contractor of full responsibility of liability, damages and accidents as set forth herein.

SECTION 4.0 – SUBMITTAL REQUIREMENTS

4.1 Firms, organizations, joint ventures, or individuals (hereafter “respondent”) interested in submitting a qualifications package (offer) in response to this RSQ shall submit one (1) original, marked "ORIGINAL," and eight (8) each marked "COPY". Failure to provide the required copies and information may result in the qualifications package not being considered.

4.2 Economy of Presentation

Each qualifications package shall be prepared simply and economically, providing a straightforward, concise description of the Respondent’s capabilities to satisfy the conditions and requirements of this RSQ. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is **mandatory** that Respondent follow the format and instructions contained herein. The County is not liable or responsible for any costs incurred by any Respondent in responding to this RSQ including, without limitation, costs for presentations and/or demonstrations if requested.

4.3 Qualifications package Guidelines

- A. To facilitate analysis of its qualifications package, the Respondent shall prepare its qualifications package in accordance with the instructions outlined in this section. If the Respondent’s qualifications package deviates from these instructions, such qualifications package may, in the County’s sole discretion, be rejected.
- B. The County **EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT**
- C. Cross Referencing - To the greatest extent possible, each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the qualifications package. Information required for evaluation of qualifications, which is not found in its designated section, will be assumed to have been omitted from the qualifications package.
- D. Indexing - Each section may contain a more detailed table of contents to delineate the subsections within that section. Tab indexing shall be used to identify sections.
- E. Glossary of Abbreviations and Acronyms - Each section shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective sections. If no abbreviations and/or acronyms are used, then a Glossary is not required.
- F. Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

- G. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics; and not for pages of text.
- H. Binding and Labeling - All Sections of the qualifications package should be bound in a single three-ring loose leaf binder, with section tabs, which shall permit the qualifications package to lie flat when opened. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to RSQ title, solicitation number, copy number, and the Respondent's name. The same identifying information should be placed on the spine of each binder.
- I. Electronic submission of qualifications packages is not permitted for this solicitation.

4.4 Qualifications package Sections:

The Respondent shall organize its qualifications package into the following major sections.

TABLE OF CONTENTS: To be submitted on the firm's letterhead.

Tab A - STATEMENT OF INTEREST: To be submitted on the firm's letterhead.

The statement of interest shall:

- Concisely state the firm's understanding of the services required by the County.
- Include additional relevant information not requested elsewhere in the RSQ.
- The signature on the statement shall be that of a person authorized to represent and bind the firm.

Tab A shall also contain a properly completed, signed, and notarized:

Form A-1 Conflict of Interest Disclosure Form

Tab B. FIRM PROFILE: Complete Form 1. Attach a copy of the Firm's current State of Florida Board of Professional Regulation License.

Tab C. TEAM COMPOSITION: RESUMES: Form 2 may be reproduced and attached in sequence if more resumes are required. Attach a copy of each person's current State of Florida Board of Professional Regulation License. Complete Form 2.

Tab D. LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES THAT WILL BE USED FOR THE COUNTY'S PROJECT: Complete Form 3.

Tab E. LOCATION: Complete Form 4.

Tab F. ILLUSTRATIVE WORK: Complete Form 5. (Form 5 may be reproduced and attached in sequence if more work projects are required.)

Tab G. VOLUME OF WORK: Complete Form 6

Tab F ADDITIONAL INFORMATION: Complete Form 7. This form must be signed and dated as indicated.

FORM 2

TEAM COMPOSITION

Brief resume of key persons, specialists and individual consultants shall be assigned to the project. Utilize one sheet per person. (Additional information may be attached)

Name & Title:
Project assignment:
Name of firm with which associated:
Years experience: With this firm _____ With other firms _____
Education: Degree(s)/year/school/specialization:
Active registration: Year first registered/discipline
Other experience and qualifications relevant to the proposed project:

FORM 3

OUTSIDE KEY CONSULTANTS

If respondent is not a joint venture, list outside key consultants/associates that shall be used for the proposed project. (Form may be reproduced if additional space is necessary.) Include resume of all individuals assigned to this project including projects they have worked on and contact names for each.

Company Name:

Address of office proposed for this project:

Role (i.e. Civil Engineering, Environmental, Landscape Architectural...)	Projected % of Over-All Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)

Attach resume and projects.

Company Name:

Address of office proposed for this project:

Role (i.e. Civil Engineering, Environmental, Landscape Architectural...)	Projected % of Over-All Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)

Attach resume and projects.

Company Name:

Address of office proposed for this project:

Role (i.e. Civil Engineering, Environmental, Landscape Architectural...)	Projected % of Over-All Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)

Attach resume and projects.

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? ____ yes ____ no

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

FORM 4

LOCATION

1. Specify address of Prime Consultant's designated office where the majority of work on this project will be performed:

2. Indicate percentage of total over-all project fees projected to be performed on this project by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on this project by sub-consultants)

_____ %

3. Specify address of Prime Consultant's other office(s) where any part of the work on this project will be performed (if applicable):

4. Indicate percentage of total over-all fees projected to be performed on this project by the office specified above. Do not include percentage of fees anticipated to be performed on this project by sub-consultants.

_____ %

5. Indicate percentage of total over-all fees projected to be performed on this project by firms located within Lake County including the prime consultant and sub-consultants, utilizing information supplied above and on Form 2.

_____ %

ILLUSTRATIVE WORK

Work by firm or joint venture members or outside key consultants which best illustrate current qualifications relevant to the County's project that have been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects for Phase I and Phase II of the County's project..

4. <u>Project Name & Location</u>		<u>Project Owners Name & Address</u>
<u>Project Manager:</u> <u>Completion Date (Actual or Estimated)</u>		
<u>Estimated Cost (In Thousands)</u>		<u>Project Owner's Contact Person, Title, & Telephone Number</u>
Entire Project	Work for which firm was/is responsible	
\$	\$	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)		
<u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the County's Project</u>		

FORM 6

VOLUME OF WORK

Prime Consultant's volume of work performed for the Lake County Board of County Commissions
As a prime consultant and as a sub consultant – currently and previously

Name of Project (include continuing contracts)	Prime or Sub	Total Contracted Fee Amount	Approximate date of award of contract

FORM 7

ADDITIONAL INFORMATION

Use this space to provide any additional information or description of resources (Including any design capabilities) supporting your firm's qualifications for the County's project.

Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

2. I (*printed name*) _____ am the
(*title*) _____ and the duly authorized representative of the firm of (*Firm Name*)
_____ whose _____ address _____ is
_____, and that I possess the legal authority to make
this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____ 2005

Personally Known _____

OR Produced Identification _____, Type of Identification _____

My Commission Expires _____

(Printed, typed or stamped commissioned name of notary)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR QUALIFICATIONS PACKAGE